



DEPARTMENT OF THE NAVY
OFFICE OF THE SECRETARY
1000 NAVY PENTAGON
WASHINGTON DC 20350-1000

SECNAVINST 1320.1
ASN (M&RA)
13 NOV 2015

SECNAV INSTRUCTION 1320.1

From: Secretary of the Navy

Subj: SECRETARY OF THE NAVY TOURS WITH INDUSTRY PROGRAM

Ref: (a) DoD Instruction 1322.06 of 15 November 2007
(b) 10 U.S.C. §2013
(c) 10 U.S.C. §5013
(d) 18 U.S.C. §§201-209
(e) 5 C.F.R. Part 2635
(f) DoD 5500.7-R, Joint Ethics Regulation (JER),
November 2011
(g) DoD Directive 1344.10 of 19 February 2008
(h) DoD Instruction 1334.01 of 26 October 2005

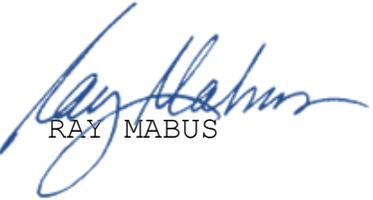
Encl: (1) Secretary of the Navy Tours with Industry Program
Responsibilities
(2) Secretary of the Navy Tours with Industry Program
Procedures
(3) Secretary of the Navy Tours with Industry Sample
Program Agreement

1. Purpose. To establish policy and assign responsibilities for the Secretary of the Navy Tours with Industry (SNTWI) Program per references (a) through (h).

2. Applicability. This instruction applies to all officers and enlisted members in the Active Component or Full Time Support (FTS)/Active Reserve (AR) category of the Reserve Components of the Navy and Marine Corps.

3. Policy. It is Department of the Navy (DON) policy that the Navy and Marine Corps shall establish SNTWI Programs to familiarize a cadre of Service Members with business planning, organization, management techniques, innovations, and best practices. This knowledge will enable the DON to effectively meet future challenges. Enclosure (1) defines SNTWI Program responsibilities and enclosure (2) defines SNTWI Program procedures. A sample letterhead SNTWI Program Agreement is located in enclosure (3).

4. Responsibilities. See enclosure (1).
5. Records Management. Records created as a result of this instruction, regardless of media and format, shall be managed per SECNAV Manual 5210.1 of January 2012.
6. Reports. The reporting requirements contained within enclosure (1) are exempt from information collection control by SECNAVINST 5214.1 and require no report control symbol.



RAY MABUS

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**SECRETARY OF THE NAVY TOURS WITH INDUSTRY
PROGRAM RESPONSIBILITIES**

1. General Counsel of the DON shall:
 - a. Approve ethics training as developed by the designated DON Ethics Counselors for the SNTWI participants.
 - b. Review all proposed Memoranda of Agreement (MOAs) between Navy and Marine Corps and approved sponsoring organizations.
 - c. Review all proposed Program Agreements among Navy and Marine Corps, SNTWI Program participants, and approved sponsoring organizations.
2. Deputy Under Secretary of the Navy (Management) (DUSN (M)) shall:
 - a. Coordinate with Navy and Marine Corps SNTWI Programs to provide alignment with innovation programs managed by DUSN (M).
 - b. Review the written reports of participants for applicability to other innovation programs.
3. Assistant Secretary of the Navy (Manpower & Reserve Affairs) (ASN (M&RA)) shall:
 - a. Maintain oversight of Navy and Marine Corps SNTWI Programs to ensure overall compliance with DON intent. ASN(M&RA) shall designate a DON SNTWI Director (DOND-SNTWI) to function as the single point of contact and liaison for all matters concerning oversight of the SNTWI program. Additionally, the DOND-SNTWI shall actively coordinate with the Navy and Marine Corps SNTWI directors to monitor and facilitate the timely establishment of the Service programs.
 - b. Conduct an annual review of Navy and Marine Corps programs to ensure compliance with this issuance and report results to the Under Secretary of the Navy no later than 15 February, one full year after this instruction is signed, and each ensuing year thereafter. The Under Secretary of the Navy shall forward the results of the review to the Under Secretary of Defense (Personnel and Readiness), per reference (a).

4. Chief of Naval Operations and Commandant of the Marine Corps shall:

a. Establish SNTWI Programs per this instruction, and publish implementation guidance within 120 days from the publication date.

b. Develop and implement an approval process for SNTWI sponsoring organizations and participants.

c. Ensure training is conducted for SNTWI participants per enclosure (2).

d. The sponsoring Naval Command and the Secretary of the Navy Tours with Industry sponsoring organization shall coordinate to prepare and execute an appropriate MOA. The respective MOAs will include a provision that will contain any waivers of liability that the parties agree on based on the nature of the work performed by the sponsored service member. DON General Counsel will review MOAs and ensure that the particular details of any agreed-upon liability provisions are addressed in the implementing instruction(s).

e. Nominate SNTWI participants to brief DON leadership upon completion of their SNTWI.

f. Assign SNTWI participants to follow-on utilization tours. In cases where personnel are not immediately assigned to utilization tours, administratively track these personnel for future utilization.

g. Designate and identify a single point of contact, SNTWI Director (D-SNTWI), to function as the liaison for all matters concerning the SNTWI, to include development and completion of SNTWI Program Agreements (sample provided at enclosure (3)). Program Agreements must be reviewed by General Counsel of the DON.

h. Ensure a process is established whereby D-SNTWIs maintain contact with SNTWI participants to periodically review duties and ensure compliance with this instruction.

i. Authorize exception for any SNTWI that exceeds 12 months in length. This authority cannot be delegated below the Chief

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of Naval Personnel (CNP) or the Deputy Commandant for Manpower & Reserve Affairs (DC, M&RA).

j. Establish a report that includes names of participants, sponsoring organizations, anticipated termination dates of tours, details of tours to date, and sponsoring organizations' assessments of participants. Report results to ASN (M&RA) no later than 15 January, one full year after this instruction is signed, and for each ensuing year thereafter.

**SECRETARY OF THE NAVY TOURS WITH INDUSTRY
PROGRAM PROCEDURES**

1. Program Overview

a. The DON will be better prepared to meet future challenges if Navy and Marine Corps personnel are familiar with industry innovation and transformation to assist DON senior leaders. This program is intended to build a cadre of personnel better poised to understand not only the naval profession, but also the nature of strategic problems facing the DON and solutions garnered from high-performing organizations outside DON. Specifically, the SNTWI Program shall develop military leaders who:

(1) Appreciate how long range planning, organizational and management innovation, and emerging technologies may influence the operation and culture of the DON in the future.

(2) Are able to conceive, design, and implement operational and organizational modernization options.

(3) Motivate and lead the DON toward innovative responses to technological change, and challenge others to address these matters, thereby improving operational and organizational processes throughout the DON.

b. SNTWI Programs shall not duplicate existing training, education, or fellowship programs in the DON and shall not be used to produce acquisition specialists or technologists. SNTWI Programs will be coordinated with other innovation programs to ensure programs are complementary and mutually supporting, when appropriate.

2. Sponsoring Organizations. SNTWI Programs shall select sponsoring organizations that are leading in business affairs and have reputations for insightful long range planning, organizational innovation, and adaptation. The selection of sponsoring organizations will place special emphasis on organizations that:

a. Leverage strategies such as successful management and exploitation of emerging technologies, and demonstrate flexibility in reshaping their organizational structures and methods of operation to remain competitive.

b. Are characterized by a strong strategic planning capability, innovation, and organizational agility in response to economic, social, and technological trends in American society and business.

3. SNTWI Duration. Each SNTWI will normally be 11 months, but no longer than 12 months. On a case-by-case basis, the CNP or DC, M&RA may authorize exceptions for SNTWI Programs that extend beyond 12 months.

4. Personnel Requirements

a. The SNTWI Program is voluntary and pertains to officers and enlisted personnel serving in the Active Component or FTS/AR category of the Reserve Components of the Navy and Marine Corps, with a minimum of 5 years of service. Officers must be paygrade O-3 or above. Enlisted personnel must be paygrade E-6 or above. All Warrant Officers, regardless of paygrade, are eligible to participate. SNTWI participants must have distinguished themselves by their performance in their fields and have high potential for future leadership positions.

b. An Officer participating in the program must execute a written agreement to remain on active duty following the SNTWI for 3 months for each month spent in the SNTWI Program. Enlisted personnel must re-enlist or extend their current enlistments such that, following the SNTWI, they will have at least 3 months remaining on active duty for each month spent in the SNTWI Program. This commitment is in addition to, and will be served concurrently with, any and all remaining or future active duty obligations. All applicants must have time to complete obligated service prior to 20 year retirement eligibility.

c. Prior to participation in the SNTWI Program, each participant shall enter into a Program Agreement with the Service and SNTWI sponsoring organization that constitutes a written record of obligations and responsibilities. This Program Agreement shall acknowledge governing policies, length

of tour, nature of the training assignment, Active Duty status, non-disclosure requirements, sponsoring organization's requirements to support the participant, and address whether the participant will communicate with the United States Government on behalf of the sponsoring organization. As stated in paragraph 4.d. of enclosure (1), agreements will, contain an agreed-upon provision that, in consideration for the participation and contributions of the SNTWI participant, the company agrees to release, indemnify, and hold harmless the Service and/or its officers, agents, or employees from any and all claims, demands, suits, etc. which may be brought against the Service as a result of participation in the SNTWI Program. Program Agreements shall follow the general format of enclosure (3) and be reviewed by DON's General Counsel.

5. Training. Service Members selected for the SNTWI Program will receive training and orientation prior to reporting to their sponsoring organizations. This training will:

a. Prepare the member to operate in and contribute to a civilian organization.

b. Include a DON Ethics Counselor-led brief regarding restrictions on standards of conduct issues likely to arise in conjunction with participation in the member's SNTWI. This training shall be conducted by a designated Ethics Counselor and will include instructing the SNTWI participant in responsibilities under references (d) through (h).

6. Feedback of SNTWI Experience. Observations and feedback are essential to the DON achieving maximum benefit from this program.

a. SNTWI participants shall periodically submit written reports documenting their experiences and observations. These reports will be maintained in the SNTWI Information Sharing Environment (SNTWI-ISE) and shared with other DON organizations.

b. At the conclusion of a SNTWI, the participant shall brief appropriate Service leaders. Some participants shall be selected to brief DON leadership, which may include the Secretary of the Navy and Under Secretary of the Navy.

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7. Follow-on Utilization. Upon completion of SNTWI, the skills developed in the program shall be annotated in the participant's personnel record. Personnel will normally be assigned to follow-on utilization tours immediately following SNTWI. Those who are not immediately assigned to utilization tours shall be tracked for assignments at a later time.

**SECRETARY OF THE NAVY TOURS WITH INDUSTRY
SAMPLE PROGRAM AGREEMENT**

[OFFICE LETTERHEAD]

This agreement constitutes the written record of obligations and responsibilities of the parties to a training assignment.

Authority:

This assignment is established pursuant to the following authorities-

1. Title 10, United States Code
2. DoDI 1322.06
3. SECNAVINST 1320.1

Participating Service Member:

Lieutenant Commander Robert Smith, USN

Parties to the Agreement:

United States Navy and HCC Electric Company (HCC Electric).

Nature of the Training Assignment:

LCDR Smith was nominated by the Chief of Naval Operations to participate in the Secretary of the Navy Tours with Industry (SNTWI) Program for a period of approximately 1 year.

LCDR Smith's assignment is to the Information Technologies Organization in Omaha, Nebraska. He will participate in an assessment of the key processes which support the core business user departments, including interviewing key customers of the Operating Department, analyzing their needs, and developing recommendations for the service requirements to meet those needs. He will interface with both key IT and business unit senior and mid-level management, attend internal staff meetings, and perform other tasks to be determined. Working under broad guidelines established by the Information Technologies Senior Vice President and the direct guidance of Mr. Patrick Head, Assistant Vice President, Telecommunications, LCDR Smith will spend approximately 11 months beginning in August 2014 at the HCC Electric facilities in Omaha, Nebraska, with travel to other sites at the discretion of HCC Electric.

Travel to the Washington, DC area and other locations at the direction of the D-SNTWI may be required. Initial travel to and ultimate travel from Omaha, Nebraska as well as travel at the direction of D-SNTWI will be at Service expense.

LCDR Smith will not be required to communicate with the United States Government on behalf of the sponsoring organization except for matters related directly to the implementation and interpretation of this SNTWI agreement. Should any other communications be required, they must be authorized in advance by written amendment to this SNTWI agreement.

Status of Trainee during Assignment:

Throughout this training assignment, LCDR Smith remains a full-time military officer of the Armed Forces of the United States. Pay, benefits (to include health care), duties, and restrictions of military service including the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. Part 2635, the Joint Ethics Regulation, DoD Directive 5500.7-R, 18 U.S.C. §§ 201-209, DoD Directive 1344.10, DoD Instruction 1334.01, and all other applicable statutes (to include the Uniform Code of Military Justice) and DoD and Service regulations apply.

Hold Harmless Agreement: [insert negotiated hold harmless agreement here, as applicable]

Nonpublic and Proprietary Information:

LCDR Smith agrees to sign a non-disclosure agreement relating to HCC Electric proprietary information and the proprietary information of its clients, which HCC Electric may disclose to him pursuant to this SNTWI assignment. Such agreement is subject to the review of the D-SNTWI and a DON Ethics Counselor prior to SNTWI execution by LCDR Smith. Similarly, LCDR Smith is prohibited from sharing Navy information determined to be Classified, Sensitive, or For Official Use Only (FOUO), and may not allow the improper use of nonpublic information to further his own private interest or that of another.

Trainee Support:

HCC Electric will treat LCDR Smith in the same manner it does its own employees in comparable positions and status. Specifically, LCDR Smith may be provided the same privileges incident to training, in the same manner as it does for its own employees of comparable position and status, including, but not

limited to, refreshments, meals, travel, and any other thing of value consistent with applicable law, regulation and policy. Should HCC Electric send LCDR Smith temporarily from Omaha, Nebraska to another location in the course of the SNTWI assignment, HCC Electric will provide for travel expenses in the same manner as it does for its own employees of comparable position and status. HCC Electric has the sole discretion to determine if such travel is necessary.

The Department of the Navy or HCC Electric reserves the right to terminate this agreement at any time, for any reason, by serving notice on the other 30 days in advance of such termination.

 //SIGNED//
LCDR Robert Smith
SNTWI Participant

 DD MMM YYYY
Date

 //SIGNED//
Lana Jones
D-SNTWI
Authorizing Officer

 DD MMM YYYY
Date

 //SIGNED//
HCC Electric Authorizing Officer

 DD MMM YYYY
Date